

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO

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GCE INTERNATIONAL, INC.,	:	
	:	Case No.
Plaintiff,	:	
	:	
-against-	:	
	:	<b><u>COMPLAINT</u></b>
JO-ANN STORES, LLC,	:	
	:	
Defendant.	:	
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Plaintiff, GCE International, Inc., by its undersigned counsel, as and for its Complaint against defendant, Jo-Ann Stores, LLC, alleges as follows:

**PARTIES**

1. Plaintiff, GCE International, Inc. (“GCE”), is a corporation organized and existing pursuant to the laws of the State of New York, with its principal place of business at 1385 Broadway, New York, N.Y. 10018.

2. Defendant, Jo-Ann Stores, LLC (“Jo-Ann”), is a limited liability company organized and existing pursuant to the laws of the State of Ohio, with its principal place of business at 5555 Darrow Road, Hudson, Ohio 44236.

**JURISDICTION AND VENUE**

3. The Court has jurisdiction of this action pursuant to 28 U.S.C. § 1332 (a)(1) as it is between citizens of different states and the matter in controversy exceeds \$75,000 exclusive of interest and costs.

4. Venue is proper in this district pursuant to 28 U.S.C. § 1391 (b)(2), as a substantial part of the events giving rise to these claims occurred in this district. Additionally, the parties agreed to this venue.

**COUNT I**

5. GCE is a diversified manufacturing company that supplies, amongst other things, apparel and home furnishings.

6. Jo-Ann is a nationwide retailer of fabrics and crafts.

7. Pursuant to a series of purchase orders, a list of which is set forth in Exhibit A annexed hereto and incorporated herein by reference, Jo-Ann requested that GCE provide certain goods including, but not limited to, hats, gloves and socks (“the Goods”).

8. In accordance with the purchase orders, and at the special insistence and request of Jo-Ann, GCE provided, sold and delivered, all of the Goods.

9. GCE rendered invoices to Jo-Ann for the sale of the Goods, a list of which is set forth in Exhibit A hereto and incorporated herein by reference, totaling \$1,769,838.56, which represents the reasonable value of the Goods.

10. Jo-Ann accepted all of the Goods for the agreed upon price.

11. Jo-Ann has failed to pay the invoices and the time to do so has expired.

12. As a result thereof, there is due and owing from Jo-Ann to GCE the sum of \$1,769,838.56, which has been duly demanded but refused.

**COUNT II**

13. GCE repeats and realleges the allegations set forth in paragraphs 1 through 12 hereof as if fully set forth herein.

14. GCE duly sent invoices to Jo-Ann, which were retained by Jo-Ann without objection.

15. As a result thereof, an account has been stated between GCE and Jo-Ann in the sum of \$1,769,838.56.

WHEREFORE, GCE demands judgment against Jo-Ann as follows:

- (a) On the First Count in the amount of \$1,769,838.56;
- (b) On the Second Count in the amount of \$1,769,838.56;
- (c) Together with interest, costs, disbursements, and such other relief as the Court deems proper.

Dated: October 24, 2024

Respectfully submitted,

/s/ W.B. Markovits

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